

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE: STEPHEN TODD WALKER Debtor	Case No. 20-13557-elf
Bank of America, N.A., Movant	Chapter 11
vs. STEPHEN TODD WALKER Respondents	11 U.S.C. §362

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF  
FROM THE AUTOMATIC STAY**

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, Bank of America, N.A., and David B. Smith, Esquire, counsel for the Debtor, as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 611 Rose Ln, Bryn Mawr, PA 19010, mortgage account ending with "2465".
3. The parties agree that the total post-petition arrearage consists of one (1) monthly payment for the month of April 2022 at \$7,847.41, less suspense in the amount of \$731.17, resulting in the total post-petition arrearage amount of **\$7,116.24**.
4. The parties agree that the Debtor will cure in full the Post-Petition Arrearage no later than **October 31, 2022** without the necessity of Movant amending its proof of claim and without the necessity of the Debtor amending his confirmed plan.
5. The parties further agree that the allowed total secured claim of Movant for pre-petition arrearages will be paid, in full, through the Amended Chapter 11 Plan no later than **December 31, 2022**.
6. Debtor agrees to remain current post-petition from this day forward. Beginning May 1, 2022 in the amount of \$7,847.41, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be paid by tendering payment to a **WELLS FARGO BANK** branch.

7. If Debtor provides sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.
8. Should the Debtor fail to make any of the above payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant may send Debtor and counsel, if applicable, a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362 and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
9. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
10. Debtor's tendering of a check to Wells Fargo Bank, N.A., which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.
11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.
12. The parties agree that a facsimile signature shall be considered an original signature.

Dated: May 2, 2022

/s/ Andrew Spivack  
Andrew Spivack, Esquire  
Attorney for Movant

*/s/ David B. Smith*

---

David B. Smith, Esquire  
Attorney for Debtor